

State: District of Columbia **Filing Company:** Admiral Indemnity Company
TOI/Sub-TOI: 05.0 CMP Liability and Non-Liability/05.0003 Commercial Package
Product Name: Terrorism Coverage Disclosure Notices (TRIA 2020)
Project Name/Number: Terrorism Coverage Disclosure Notices (TRIA 2020)/AIC-MS-ML-TRIA2020-DISCL-0720

Filing at a Glance

Company: Admiral Indemnity Company
Product Name: Terrorism Coverage Disclosure Notices (TRIA 2020)
State: District of Columbia
TOI: 05.0 CMP Liability and Non-Liability
Sub-TOI: 05.0003 Commercial Package
Filing Type: Form
Date Submitted: 01/10/2020
SERFF Tr Num: ADIN-132212066
SERFF Status: Submitted to State
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State Status:
Co Tr Num: AIC-DC-ML-TRIPRA2020-DISCL-0720
Effective Date: 07/01/2020
Requested (New):
Effective Date: 07/01/2020
Requested (Renewal):
Author(s): Howard Ryerson
Reviewer(s):
Disposition Date:
Disposition Status:
Effective Date (New):
Effective Date (Renewal):

State: District of Columbia
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General Information

Project Name: Terrorism Coverage Disclosure Notices (TRIA 2020) Status of Filing in Domicile: Not Filed

Project Number: AIC-MS-ML-TRIA2020-DISCL-0720

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 01/10/2020

State Status Changed:

Deemer Date:

Created By: Howard Ryerson

Submitted By: Howard Ryerson

Corresponding Filing Tracking Number:

Filing Description:

Admiral Indemnity Company is submitting for review/approval the attached Terrorism Coverage Disclosure Notices which are based upon the NAIC disclosure notices and comply with the Terrorism Risk Insurance Program Reauthorization Act of 2015 ("TRIPRA 2015"), which promulgates a disclosure requirement for any policy issued after its enactment. These disclosure notices replace the "conditional" Terrorism Coverage Disclosure Notices which were submitted under SERFF Tracking# ADIN-132036011.

We are seeking an effective date of July 1, 2020 for these changes.

Company and Contact

Filing Contact Information

Howard Ryerson, Director - Legal &
Regulatory Compliance

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201-518-2540 [Phone]

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Rutherford, NJ 07070

Filing Company Information

Admiral Indemnity Company

CoCode: 44318

State of Domicile: Delaware

301 Route 17 North

Group Code: 98

Company Type: P&C

Suite 900

Group Name: WR Berkley

State ID Number:

Rutherford, NJ 07070

FEIN Number: 52-1772985

(201) 342-4211 ext. 2497[Phone]

Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

| | | | |
|-----------------------------|---|------------------------|---------------------------|
| State: | District of Columbia | Filing Company: | Admiral Indemnity Company |
| TOI/Sub-TOI: | 05.0 CMP Liability and Non-Liability/05.0003 Commercial Package | | |
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Form Schedule

| Item No. | Schedule Item Status | Form Name | Form Number | Edition Date | Form Type | Form Action | Action Specific Data | | Readability Score | Attachments |
|----------|----------------------|--|--------------|--------------|-----------|-------------|-------------------------|---------------------|-------------------|------------------------|
| 1 | | Policyholder Disclosure Notice of Terrorism Insurance Coverage | TRIA DISCL D | 07 20 | DSC | Replaced | Previous Filing Number: | ADIN-132036011 | | TRIA DISCL D 07 20.pdf |
| | | | | | | | Replaced Form Number: | TRIA DISCL DC 01 20 | | |
| 2 | | Policyholder Disclosure Notice of Terrorism Insurance Coverage | TRIA DISCL E | 07 20 | DSC | Replaced | Previous Filing Number: | ADIN-132036011 | | TRIA DISCL E 07 20.pdf |
| | | | | | | | Replaced Form Number: | TRIA DISCL EC 01 20 | | |

Form Type Legend:

| | | | |
|------------|--|------------|----------------------------------|
| ABE | Application/Binder/Enrollment | ADV | Advertising |
| BND | Bond | CER | Certificate |
| CNR | Canc/NonRen Notice | DEC | Declarations/Schedule |
| DSC | Disclosure/Notice | END | Endorsement/Amendment/Conditions |
| ERS | Election/Rejection/Supplemental Applications | OTH | Other |

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the “Act”), is included in your policy. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, is \$_____, and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: _____

Policy Number: _____

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

☐

I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$_____.

☐

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Insurance Company

Print Name

Policy Number

Date

| | | | |
|-----------------------------|---|------------------------|---------------------------|
| State: | District of Columbia | Filing Company: | Admiral Indemnity Company |
| TOI/Sub-TOI: | 05.0 CMP Liability and Non-Liability/05.0003 Commercial Package | | |
| Product Name: | Terrorism Coverage Disclosure Notices (TRIA 2020) | | |
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Supporting Document Schedules

| | |
|-------------------------|-------------------------------|
| Bypassed - Item: | Readability Certificate |
| Bypass Reason: | Not applicable to this filing |
| Attachment(s): | |
| Item Status: | |
| Status Date: | |

| | |
|-------------------------|-------------------------------|
| Bypassed - Item: | Consulting Authorization |
| Bypass Reason: | Not applicable to this filing |
| Attachment(s): | |
| Item Status: | |
| Status Date: | |

| | |
|-------------------------|-------------------------------|
| Bypassed - Item: | Copy of Trust Agreement |
| Bypass Reason: | Not applicable to this filing |
| Attachment(s): | |
| Item Status: | |
| Status Date: | |

| | |
|--------------------------|--|
| Satisfied - Item: | Expedited SERFF Filing Transmittal Form |
| Comments: | |
| Attachment(s): | ADIN - 132212066 - Expedited SERFF Filing Transmittal Document (Terrorism).pdf |
| Item Status: | |
| Status Date: | |

| | |
|--------------------------|--|
| Satisfied - Item: | Marked-up Disclosure Notices |
| Comments: | |
| Attachment(s): | TRIA DISCL D 07 20 (Mark-up).pdf TRIA DISCL E 07 20 (Mark-up).pdf |
| Item Status: | |
| Status Date: | |

**EXPEDITED SERFF FILING TRANSMITTAL DOCUMENT
FOR TERRORISM RISK INSURANCE FORMS AND PRICING**

| |
|--|
| Indicate Type of Filing |
| <input type="checkbox"/> Filing Related to <i>Certified Losses</i> |
| <input type="checkbox"/> Filing Related to <i>Non-Certified Losses</i> |
| <input checked="" type="checkbox"/> Filing Applicable to Both Certified and Non-Certified Losses |

This abbreviated filing transmittal document should be used in conjunction with a SERFF filing only.

To be complete, a filing must include the following:

- A completed Expedited Filing Transmittal Document
- One copy of each endorsement, disclosure form and/or other policy language, unless the insurer has given an advisory organization authorization to file them on its behalf
- A copy of the rates, rating systems and supporting documentation, if applicable
- The appropriate filing fees, if applicable

The insurer(s) submitting this filing certifies that it:

- ☒ Is in compliance with the terms of the Terrorism Risk Insurance Act, as amended, and/or the laws of this state
- ☒ Is in compliance with state's requirements with respect to terrorism coverage; and
- ☒ Is in compliance with the requirements of the bulletin containing the voluntary expedited filing procedures.

Electronic Signature:

Howard L. Ryerson

Digitally signed by Howard L.
Ryerson
Date: 2020.01.07 10:50:53 -05'00'

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act, as amended, (the “Act”), is included in your policy. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, is \$ _____, and does not include any charges for the portion of losses covered by the United States government under the Act.

- ~~A. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act through December 31, 2020 is: \$ _____.~~

~~B. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, for the period beyond December 31, 2020 is estimated to be \$ _____ and does not include any charges for the portion of losses covered by the United States government under the Act. (Refer to the paragraph below).~~

~~Possibility of Additional or Return Premium.~~

~~The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Act. The federal program established by the Act is scheduled to terminate at the end of December 31, 2020 unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the estimated premium shown in B. above may not be appropriate.~~

~~If this policy contains a Conditional Exclusion, continuation of the coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If this policy does not contain a Conditional Exclusion, coverage for certified acts of terrorism will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium shown in B. above and will charge additional premium or refund excess premium, if indicated.~~

~~If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.~~

Name of Insurer: _____

Policy Number: _____

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the “Act”), you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security, and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Coverage under your ☐ ~~NEW~~ or ☐ ~~RENEWAL~~ policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

ACCEPTANCE OR REJECTION OF TERRORISM INSURANCE COVERAGE

☐ I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$_____.

☐ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

☒ ~~I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act.~~

~~A. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act through December 31, 2020 is: \$_____.~~

~~B. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act, for the period beyond December 31, 2020 is estimated to be \$_____ and does not include any charges for the portion of losses covered by the United States government under the Act. (Refer to the paragraph below).~~

☒ ~~I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.~~

~~Possibility Of Additional Or Return Premium.~~

~~The premium for certified acts of terrorism coverage is calculated based in part on the federal participation in payment of terrorism losses as set forth in the Act. The federal program established by the Act is scheduled to terminate at the end of December 31, 2020 unless extended by the federal government. If the federal program terminates or if the level or terms of federal participation change, the estimated premium shown in **B.** above may not be appropriate.~~

~~If the policy contains a Conditional Exclusion, continuation of the coverage for certified acts of terrorism, or termination of such coverage, will be determined upon disposition of the federal program, subject to the terms and conditions of the Conditional Exclusion. If the policy does not contain a Conditional Exclusion, coverage for certified acts of terrorism will continue. In either case, when disposition of the federal program is determined, we will recalculate the premium shown in **B.** above and will charge additional premium or refund excess premium, if indicated.~~

~~If we notify you of an additional premium charge, the additional premium will be due as specified in such notice.~~

Policyholder/Applicant's Signature

Insurance Company

Print Name

Policy Number

Date